	AARP Wireless Telecommunications Consumer Protection Act (AARP Model Act)	Public Utilities Commission of the State of California Rules Governing Telecommunications Consumer Protection
Relevant Definitions	<ul> <li>Connection is defined as occurring when a call placed by a wireless service subscriber is answered by the called party, or when the subscriber has answered a call place by another individual.</li> <li>Package Minutes are the monthly minutes of use for which a subscriber does not incur use fees beyond the monthly service charge.</li> <li>Prepaid Wireless Services are defined as wireless service that requires the customer to purchase use for a prepaid wireless phone in advance.</li> <li>Subscriber Transfers are defined as the transfer of subscribers from one wireless provider to another by agreement of the providers.</li> <li>Roaming Charges are charges for wireless telecommunications service outside of the home coverage area.</li> </ul>	<ul> <li>Affiliate is defined as 10% or greater equity ownership or control.</li> <li>Non-communications Charge is defined as any charge that is not communications-related, with the exception of mandatory charges for public purpose programs.</li> <li>Prepaid Calling Service is defined as any prepaid telecommunications service that allows customers to make calls through an access number and authorization code.</li> <li>Transfer is defined as a transfer of subscribers where the transferee replaces the transferring provider for some or all of the latter's subscribers. It does not include a transfer at the corporate level that does not affect the provider or subscribers.</li> <li>"Clear and Conspicuous" as explained in a comment to the definition, does not include pale typography, insufficient contrast, infrequent paragraph breaks, small type, inordinately rapid or low volume speech, or clarifying footnotes or information that lack proximity to the statement being modified.</li> </ul>
Subscriber Verification of Wireless	• Subscriber may cancel contract without penalty for up to 20 days after the date of the first bill for monthly service following activation.	<ul> <li>Subscriber may cancel contract without penalty within 30 days after the new service is initiated.</li> <li>Subscriber is responsible for per minute use charges</li> </ul>
Telecommunications Provider Marketing Claims	<ul> <li>Subscriber is responsible for charges incurred before cancellation.</li> <li>Cancellation within 20 day period allows return of wireless equipment for a full refund if the equipment is in working order.</li> </ul>	and normal charges incurred before cancellation.
Marketing Materials	* *	Carriers must provide consumers initiating service with "sufficient information" to enable the consumer to make "informed choices" among services.

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	<ul> <li>Rate information must be published in a clear and understandable format, in at least 12 point typeface.</li> <li>Rate information must include number of package minutes, cost of additional minutes of use, restrictions on use of package minutes, and a good faith estimate of the total monthly cost of service.</li> </ul>	<ul> <li>Carriers must "clearly and conspicuously" disclose in the course of the sale transaction the customer's right to cancel a term contract.</li> <li>For services offered on a non-tariffed basis, the carrier must:         <ul> <li>provide the subscriber with a written contract at the point of sale for in person transactions and for any other transactions, not later than seven days after the order is accepted;</li> <li>the contract must be in a minimum of 10 point type and must include all applicable rates, terms and conditions for each service ordered;</li> <li>key rates, terms and conditions must be highlighted (e.g., printed in larger or contrasting type, underlined, bolded, enclosed within text boxes or some combination of these or comparable methods), either in the contract or in an accompanying summary document.</li> </ul> </li> </ul>
Bill Format	<ul> <li>Providers must maintain a toll-free customer service number with access to a live operator through which consumers may lodge complaints and obtain information concerning:         <ul> <li>rates, surcharges, and fees;</li> <li>the balance of minutes in the consumer's account; and</li> <li>the process to dispute charges</li> </ul> </li> <li>Taxes and fees must be listed in a separate section of the bill entitled "Taxes"</li> <li>Bills must include required information in at least 12 point type.</li> <li>Bills must include the telephone number for the State Public Service Commission as well as the</li> </ul>	<ul> <li>Name of service provider associated with each charge must be clearly and conspicuously identified on the bill.</li> <li>Bills must clearly and conspicuously identify any change in the service provider.</li> <li>Descriptions must be sufficiently clear and specific so that customers can accurately assess that they are billed only for services they requested and received and that the costs assessed for those services conform to customers' understanding of the price charged.</li> <li>Taxes and fees must be listed in a separate section of the bill entitled "Government Fees and Taxes"</li> <li>If the subscriber has agreed to communication via electronic media, bills must provide an e-mail address</li> </ul>

	AARP Wireless Telecommunications Consumer Protection Act (AARP Model Act)	Public Utilities Commission of the State of California Rules Governing Telecommunications Consumer Protection
	Federal Communications Commission.	<ul> <li>to which the subscriber may send billing inquiries or complaints in writing.</li> <li>Bills must include the telephone number, TDD number, mailing address, and website for the California Public Utilities Commission, as well as the telephone number, TTY number, mailing address, and e-mail address of the Federal Communications Commission.</li> <li>Bills must also include the following notice – "Note: The CPUC handles complaints of both interstate and intrastate unauthorized carrier changes ("slamming"). The California consumer protection rules are available online, at www.cpuc.ca.gov."</li> </ul>
Bill Substance	<ul> <li>Roaming charges must be itemized on bills within 60 days of the call being placed.</li> <li>Roaming charges must identify the date and originating location of the call.</li> <li>Subscriber is not liable for unauthorized charges due to loss or theft if the loss or theft is promptly reported.</li> </ul>	Bills must not include roaming charges incurred prior to <b>four months</b> preceding the date of the bill.
Prohibitions and Conditions of Service	<ul> <li>Use charges may begin only upon connection between the called and calling parties.</li> <li>Package minutes are not reduced until a connection is established.</li> <li>Subscribers must receive visual and audio notification that they are in a roaming area before connection.</li> </ul>	
Payment Grace Periods, Prorating, Backbilling	Payment due date must be at least 20 days after the billing date.	<ul> <li>Late charges may not accrue until at least 22 days after the bill is mailed.</li> <li>Late payment penalties may not exceed 1.5% per month on the balance overdue</li> </ul>

	AARP Wireless Telecommunications Consumer Protection Act (AARP Model Act)	Public Utilities Commission of the State of California Rules Governing Telecommunications Consumer Protection
Rate or Other Contract Changes	<ul> <li>Subscribers can terminate service without penalty within 30 days of receipt of notice of service changes that may result in higher rates or more restrictive terms or conditions.</li> <li>If the consumer chooses to terminate, the wireless carrier must refund the purchase price of the subscriber's handset.</li> <li>Contracts periods will not be extended without proper notification and subscriber authorization.</li> <li>Notice of rate and contract changes must include:         <ul> <li>notice of the right to terminate;</li> <li>instructions on how to terminate service; and</li> <li>explain the effect of the changes in both dollar amounts and percentage changes.</li> </ul> </li> <li>A carrier may not use this contract change provision to change term-contract rates or charges.</li> </ul>	<ul> <li>A carrier must notify all affected subscribers at least 25 days in advance of every proposed change in its subscribers' service agreements that may result in higher rates or charges or more restrictive terms or conditions.</li> <li>The subscriber notice must present in a clear and conspicuous manner the following statement: "Your Rates, Terms or Services Have Changed", and must describe the current and proposed rates, terms or conditions, as appropriate.</li> </ul>
Subscriber Transfers	<ul> <li>A wireless provider must notify subscribers 30 days in advance of a subscriber transfer.</li> <li>The notice must state that subscribers have the right to terminate their contract without penalty for a period of 30 days after receiving notice of intent to be transferred.</li> </ul>	<ul> <li>A carrier must notify each affected subscriber at least 30 days in advance whenever it requests CPUC approval for a transfer of subscribers. The notice must:         <ul> <li>describe the proposed transfer in straightforward terms;</li> <li>explain that the transfer is subject to Commission approval;</li> <li>state that subscribers have the right to select another utility.</li> </ul> </li> </ul>
Withdrawal of Service	A wireless provider must notify each affected subscriber at least 30 days in advance if it intends to cease offering service.	<ul> <li>A carrier must notify each affected subscriber at least 25 days in advance of every request to the CPUC to withdraw service. The notice must:</li> <li>o describe the proposed withdrawal and proposed effective date;</li> </ul>

	AARP Wireless Telecommunications Consumer Protection Act (AARP Model Act)	Public Utilities Commission of the State of California Rules Governing Telecommunications Consumer Protection
		<ul> <li>state that subscribers have the right to choose another utility; and</li> <li>provide the carrier's toll-free customer service telephone number for responding to subscribers' questions.</li> </ul>
Subscriber Notices	<ul> <li>All notices must be provided in writing. To be effective, they must be:         <ul> <li>bill inserts that "are clearly identified as notices;"</li> <li>notices printed on bills in a section marked "notices" that contain no other information; or</li> <li>separate notices sent by first class mail.</li> </ul> </li> <li>Notice by first class mail is complete when the document is deposited in the mail and electronic notice is complete upon successful transmission.</li> <li>Every notice must be legible and the equivalent of 12 point type or larger and must be in a format consistent with Commission requirements regarding utility notices, including requirements regarding foreign languages.</li> <li>An electronic notice may be substituted when a subscriber has agreed to receive notice in that manner.</li> </ul>	<ul> <li>Notices must be in writing         <ul> <li>by one or a combination of bill inserts, notices printed on bills or separate notices sent by first class mail;</li> <li>in each case, an electronic notice may be substituted where the subscriber has agreed to receive notice in that manner.</li> </ul> </li> <li>Notice by first class mail is complete when the document is deposited in the mail; electronic notice is complete upon successful transmission.</li> <li>Every notice must be legible and printed in the equivalent of 10-point or larger type.</li> </ul>
<b>Service Termination</b>	Written Notice	Written Notice
For Non-Payment	<ul> <li>Wireless providers must provide notices in writing to subscribers not less than 10 calendar days before terminating service for nonpayment of overdue bills. The notice must include:</li> </ul>	<ul> <li>Carriers must provide notice in writing to subscribers whose payments are overdue not less than 7 calendar days prior to terminating service for nonpayment. The notice must include:</li> </ul>
	• the wireless telecommunications provider's	• the carrier's name;
	name;	<ul> <li>the name and address of the subscriber, and the</li> </ul>

AARP Wireless Telecommunications Consumer Protection Act (AARP Model Act)	Public Utilities Commission of the State of California Rules Governing Telecommunications Consumer Protection
<ul> <li>the name, address and telephone number associated with the delinquent subscriber account;</li> <li>information sufficient for the subscriber to identify what services are to be terminated and the delinquent amounts;</li> <li>the date by which payment must be made to avoid termination;</li> <li>a toll free number to reach a service representative;</li> <li>the number of the state public service commission</li> <li>These requirements do not apply when the subscriber's acts or omissions demonstrate an intention to defraud the wireless provider or threaten the integrity or security of the provider's operations or facilities.</li> <li>When a subscriber is offered and agrees to an alternative plan, the wireless telecommunications provider must provide written confirmation of the terms, including any termination or reactivation fees. An electronic written confirmation may be substituted when the subscriber has agreed to electronic notice.</li> </ul>	telephone number(s) associated with the delinquent account;  information sufficient for the subscriber to identify what services are to be terminated, and the delinquent amounts;  if basic service is to be disconnected, the notice must state the minimum amount that must be paid to retain basic service;  the time or date by which payment, or arrangement for payment, must be made to avoid termination;  a toll-free telephone number to reach a carrier service representative who can provide subscriber assistance;  the telephone number of the CPUC's Consumer Affairs Branch where the subscriber may direct inquiries.  This notice requirement does not apply to termination of non-tariffed service for having reached either: (1) a usage or spending limit, prepaid or otherwise, that was arranged with the subscriber in advance; or (2) the end of a prepaid period of service known to and anticipated by the subscriber in advance.  A carrier may not disconnect service for nonpayment of a disputed amount if the subscriber has: (a) submitted a claim to CPUC's Consumer Affairs Branch ("CAB") for informal review; and (b) deposited the disputed amount with the CPUC. No late charge or penalty may be imposed on the amount in dispute deposited with the CPUC. During the time CAB review is pending, no late charges or penalties may be collected, the charge may not be sent to

	AARP Wireless Telecommunications Consumer Protection Act (AARP Model Act)	Public Utilities Commission of the State of California Rules Governing Telecommunications Consumer Protection
		collection, and no adverse credit report may be made based on non-payment.
Billing Disputes	• The subscriber must notify the wireless telecommunications provider within 60 days of receipt of the bill of the disputed charges and must pay any undisputed charges.	During the time a billing investigation is pending, no late charges or penalties may be collected, the charge
Limits on Contract Dispute Resolution	<ul> <li>Wireless providers may not limit by contract the right of subscribers to bring complaints to the Commission, or the rights and remedies available to them by law, including class actions, in any state or federal court or agency of competent jurisdiction. Wireless providers cannot by contract hold subscribers liable for their own legal costs resulting from complaints before the Commission, the courts or another agency.</li> </ul>	• A carrier may not provide, as a term or condition of service, for a choice of law other than that of California, for a forum for the adjudication of disputes located in a county other than the California county in which the subscriber is billed or which is the subscriber's primary place of use of the service, or for any limitation of the right of subscribers to bring complaints to the commission or any other agency. Carriers may not hold subscribers liable for carrier costs resulting from complaints before the CPUC, arbitrators, the courts or another agency.
Marketing Practices	<ul> <li>Any agreement or contract the consumer or subscriber executes must be a separate document from marketing materials and must be ambiguous, legible and in the equivalent of 12 point type or larger. Rates provided in agreements or contracts must include a good faith estimate of the total monthly cost of a plan, including taxes, surcharges and other fees that will appear on a customer's bill. The terms and conditions specified in the contract regarding prices, terms of use, package minutes and nongovernment charges are binding on the provider during the term of the plan.</li> <li>Agreements, contracts, bills and notices must be</li> </ul>	<ul> <li>Every carrier offering non-tariffed services that meets the \$10 million revenue threshold must publish on the Internet, and must thereafter keep up to date, the key rates, terms and conditions of each non-tariffed offering subject to the CPUC's jurisdiction and to which individuals or small businesses in California may subscribe. Those rates, terms and conditions must be available to the subscribers to whom they apply. The Internet site must be freely accessible without charge.</li> <li>Every carrier must provide any subscriber, including any former subscriber for whom, in the judgment of either the carrier or the subscriber, charges or credits</li> </ul>

	AARP Wireless Telecommunications Consumer Protection Act (AARP Model Act)	Public Utilities Commission of the State of California Rules Governing Telecommunications Consumer Protection
	<ul> <li>available in each language used by the provider in its solicitations directed at consumers or required by the Commission.</li> <li>Solicitations, including advertising and other marketing materials for specific services or plans, must include clear, conspicuous and accurate disclosure of applicable rates, terms and conditions for each service offered in the solicitation;</li> <li>When a solicitation inadvertently presents an incorrect rate, term or conditions the wireless telecommunications provider must be proactive and correct the error as soon as it is discovered to avoid a presumption of having been deceptive. The correction effort should be commensurate with the solicitation's distribution.</li> </ul>	are still pending with:  A description of each service for which charges appear(ed) on the subscriber's bill, and sufficient information regarding that service to respond to the subscriber's inquiry.  A toll-free telephone number the subscriber may call to reach the carrier, and the carrier's post office address to which the subscriber may write, for inquiries, disputes and complaints related to the bill or to any other aspect of the subscriber's service.  Every carrier must provide the following upon request by any subscriber or other member of the public:  The carrier's legal name, its designated utility number, and the names under which the carrier offers regulated telecommunications service in California.  A description of the carrier's service offerings that relate to the customer's inquiry and are currently open to individual or small business subscribers in California, and the applicable key rates, terms and conditions.  The address and toll-free telephone number of the CPUC's Consumer Affairs Branch.  A description of customers' privacy rights.  Carriers must arrange to accept all requests within a reasonable time and without excessive waiting intervals or rejections for lack of staffing or facilities.  All terms of any written confirmation, authorization, order, agreement or contract must be unambiguous and legible and written in a minimum of 10-point type.
Prepaid Wireless	• The <b>sale</b> of prepaid wireless telecommunications	• Any <b>advertisement</b> of the price or rate of prepaid

Services: Marketing	<b>Protection Act (AARP Model Act)</b>	Rules Governing Telecommunications Consumer Protection
	service must include a disclosure of any geographic limitation on the advertised price, rate or unit value as well as a disclosure of any additional surcharges, call setup charges or fees applicable to the advertised price, rate or unit value.	services must include a disclosure of any geographic limitation to the advertised price, rate or unit value, as well as a disclosure of any additional surcharges, call setup charges or fees or surcharges applicable to the advertised price, rate or unit value.  • The value of the card and the amount of the various charges, must be expressed in the same format. If the value of a card is expressed in minutes, the minutes must be identified as domestic or international and the identification must be printed on the same line or next line as the value of the card in minutes.
Prepaid Wireless Services: Disclosures	The following information must be printed legibly on the prepaid wireless card (and/or its packaging) or other media associated with purchasing wireless minutes or units associated with prepaid service:  o the name of the wireless provider; o a toll free customer service number; o the expiration date or policy if applicable; o the minimum charge per call and any surcharges or fees, including monthly fees, per call access fees or surcharges for the first minute of use that may be applicable to the use of the prepaid wireless card or prepaid wireless calling services; o whether there are additional or different prices, rates or unit values applicable to international use of the prepaid services; o the definition of the term "unit" if applicable; o the recharge policy if any; and o the expiration policy if any.	<ul> <li>The following information must be legibly printed on the card: the name of the carrier, a toll-free customer service number, a toll-free network access number, if required to access service, the authorization code, if required to access service and the expiration date or policy.</li> <li>The following information carrier must be clearly and conspicuously available:         <ul> <li>the value of the card and any surcharges, taxes or fees, including monthly or other periodic fees;</li> <li>any surcharges for international calls or, in lieu of disclosing each surcharge, the highest surcharge for any international calls applicable on that card and any additional or different prices, rates, or unit values applicable to international usage of the prepaid calling card or prepaid calling services.</li> <li>the minimum charge per call, such as a three-minute minimum charge, if any;</li> <li>the definition of the term "unit," if applicable;</li> <li>the billing decrement;</li> </ul> </li> </ul>

	AARP Wireless Telecommunications Consumer Protection Act (AARP Model Act)	Public Utilities Commission of the State of California Rules Governing Telecommunications Consumer Protection
	provide coverage maps. Resellers may use maps available from the underlying facilities-based wireless provider.	<ul> <li>the recharge policy, if any;</li> <li>the refund policy, if any;</li> <li>the expiration policy, if any; and</li> <li>a 24-hour customer service toll-free telephone number.</li> <li>If a language other than English is used on the card or packaging to provide dialing instructions to place a call or to contact customer service, the information must also be disclosed in that language in the point of sale disclosure.</li> </ul>
Prepaid Wireless Services: Service Standards	<ul> <li>Each provider that offers prepaid services must establish and maintain a toll-free customer service telephone number through which consumers may complain and through which consumers may obtain the following information:         <ul> <li>all rates, surcharges and fees;</li> <li>the provider's recharge, refund and expiration policies; and</li> <li>the balance of use in the consumer's account, if applicable.</li> </ul> </li> <li>Each provider that offers prepaid calling services must provide a refund to any purchaser of prepaid calling services if the associated network services fail to operate as represented. The refund must be in an amount not less than the value remaining on the card or other devices associated with purchasing prepaid minutes or units and must be provided to the consumer within 60 days from the date of receipt of notification from the consumer that the card failed to operate in a manner consistent with the representations of the provider.</li> </ul>	<ul> <li>A carrier must establish and maintain a toll-free customer service telephone number that meets the following requirements:         <ul> <li>A live operator must answer incoming calls to the telephone number 24 hours a day, seven days a week. A carrier offering prepaid cellular telephone services will be deemed to be in compliance when a request for information related to those services is made outside of normal business hours, that carrier provides the information requested on the next business day.</li> <li>The telephone number must allow consumers to complain and obtain information on all of the following: all rates, surcharges, and fees; the carrier's recharge, refund, and expiration policies; the balance of use available in the consumer's account, if applicable.</li> </ul> </li> <li>A carrier that issues prepaid calling cards or prepaid calling services must provide a refund to any purchaser of a prepaid calling card or prepaid calling services if the services fail to operate in a commercially reasonable manner. The refund must be in an amount</li> </ul>

AARP Wireless Telecommunications Consumer Protection Act (AARP Model Act)	Public Utilities Commission of the State of California Rules Governing Telecommunications Consumer Protection
	<ul> <li>not less than the value remaining on the card or in the form of a replacement card, and must be provided to the consumer within 60 days from the date of receipt of notification from the consumer that the card has failed to operate in a commercially reasonable manner.</li> <li>A carrier may not impose any charges if the consumer is not connected to the number called. For the purpose of this paragraph, the customer must not be considered connected to the number called if the customer receives a busy signal or the call is unanswered.</li> <li>A carrier may not impose a fee or surcharge related to obtaining customer service, including any charge related to connecting with the customer service number or waiting to speak to a live operator.</li> </ul>

#### **Key Differences in California and AARP Wireless Consumer Protection Statutes**

# AARP Wireless Telecommunications Consumer Protection Act (AARP Model Act)

- Subscriber may cancel contract without penalty for up to **20 days after the date of the first bill** for monthly service following activation.
- Taxes and fees must be listed in a separate section of the bill entitled "Taxes"
- Bills must include the telephone number for the State Public Service Commission as well as the Federal Communications Commission.
- Roaming charges must be itemized on bills within **60** days of the call being placed.
- Payment due date must be at least **20 days** after the billing date.
- A wireless provider must notify subscribers 30 days in advance of a subscriber transfer.
- A wireless provider must notify each affected subscriber at least **30 days** in advance if it intends to cease offering service.
- Every notice must be legible and the equivalent of **12** point type or larger.
- Wireless providers must provide notices in writing to subscribers not less than **10 calendar days** before terminating service for nonpayment of overdue bills.

#### **Unique Provisions:**

- Wireless service providers are required to publish coverage maps and submit them to state Public Service Commission for verification.
- Use charges may begin only upon connection between the called and calling parties.
- Package minutes are not reduced until a connection is established.
- Subscribers must receive visual and audio notification that they are in a roaming area before connection.

#### **Public Utilities Commission of the State of California Rules Governing Telecommunications Consumer Protection**

- Subscriber may cancel contract without penalty within 30 days after the new service is initiated.
- Taxes and fees must be listed in a separate section of the bill entitled "Government Fees and Taxes"
- Bills must also include TDD number, mailing address, and website for the California Public Utilities
   Commission, as well as the TTY number, mailing address, and e-mail address of the Federal
   Communications Commission.
- Roaming charges must be itemized on bill within **four months** of the call being placed.
- Late charges may not accrue until at least **22 days** after the bill is mailed.
- Subscribers must receive **25 days prior notification** of proposed changes in their service agreements that may result in higher rates or more restrictive terms or conditions.
- A carrier must notify each affected subscriber at least 30 days in advance whenever it requests CPUC approval for a transfer of subscribers.
- A carrier must notify each affected subscriber at least 25
  days in advance of every request to the CPUC to
  withdraw service.
- Every notice must be legible and printed in the equivalent of **10-point type** or larger.
- Carriers must provide notice in writing to subscribers whose payments are overdue not less than **7 calendar days** prior to terminating service for nonpayment.

#### **Unique Provisions:**

• Providers with \$10 million in revenue must publish on the Internet the key rates, terms and conditions of each non-tariffed offering subject to the CPUC's jurisdiction to which individuals or small businesses may subscribe.

# **Key Differences in California and AARP Wireless Consumer Protection Statutes**